

CITY OF HOLLISTER  
REDEVELOPMENT AGENCY

REQUEST FOR PROPOSAL FOR  
DESIGN AND ENGINEERING SERVICES FOR THE  
WEST FOURTH STREET  
STREETSCAPE/INFRASTRUCTURE IMPROVEMENT PROJECT



CITY OF HOLLISTER  
DEVELOPMENT SERVICES DEPARTMENT  
REDEVELOPMENT AGENCY  
375 FIFTH STREET  
HOLLISTER, CA 95023

BILL W. CHOW, RDA PROGRAM MANAGER  
(831) 636-4316  
[BILL.CHOW@HOLLISTER.CA.GOV](mailto:BILL.CHOW@HOLLISTER.CA.GOV)



**REQUEST FOR PROPOSAL/QUALIFICATION  
FOR DESIGN AND  
ENGINEERING SERVICES  
FOR  
WEST FOURTH STREET  
STREETSCAPE/INFRASTRUCTURE  
IMPROVEMENT PROJECT**

**OCTOBER 2009**

**GENERAL**

The Redevelopment Agency of the City of Hollister is requesting qualifications/proposals for professional services for the West Fourth Street Streetscape/Infrastructure Improvement Project. West Fourth Street is located in the west side of the City and serves as a gateway into downtown Hollister. Access to West Fourth Street is via the Highway 101 and Highway 156 East interchange. The project area encompasses the portion of West Fourth Street and the adjacent alleyways that extends from eastern edge of the Bridge spanning the San Benito River to Westside Boulevard (APPENDIX A). In the General Plan, this area has been transitioning from highway commercial to mixed use.

Requested services include, but are not limited to, the preparation of: final engineering; topographical surveys; delineation of existing and required right-of-way and easement; utility infrastructure improvement identification and coordination; final streetscape/landscape plan, including ornamental lighting fixtures; construction plans, specifications and estimate (PS&E); environmental clearance status and mitigation monitoring; and permitting assistance. The lead firm for the consultant team shall be a civil engineering firm.

Inspection and construction contract administration are not part of this request for proposal.

The West Fourth Street Streetscape/Infrastructure Improvement Project is within a redevelopment project area in the City of Hollister known as the Hollister Community Development Project Area. The project is funded through the Redevelopment Agency of the City of Hollister.

**PROJECT GOALS**

The purpose of the West Fourth Street Streetscape/Infrastructure Improvement Project is to design and construct a new streetscape/landscape environment for West Fourth Street that would complement the architectural character of downtown Hollister and create an aesthetically pleasing and unique sense of place for the Westside. The project proposes to use landscaping, ornamental lighting fixtures, street furniture, signage, and infrastructure improvements to create a visually attractive, pedestrian friendly, ADA compliant area that will effectively fulfill the following functions:

- Provide an environment that will encourage new business and residential development opportunities
- Meet the needs of businesses, customers, residents, and developers
- Solidify the identity of West Fourth Street as a community gateway
- Provide a consistent design theme throughout the project area
- Create a community with pedestrian friendly sidewalks and crosswalks and landscaping



## **PROJECT BACKGROUND**

The Hollister Community Development Project Area Plan was adopted by the City of Hollister on July 19, 1983. The Redevelopment Agency of the City of Hollister has served to implement the City of Hollister's revitalization and redevelopment activities since 1983. The West Fourth Street Streetscape/Infrastructure Improvement Project will help revitalize the West Gateway entry into the City of Hollister.

The goal of this RFP is to establish a contract with a civil engineering firm that can, through the creation of a final streetscape plan and construction documents, take this project to the construction bid request phase. The City will then issue a separate request for bids on construction.

## **SCOPE OF WORK**

Development of the West Fourth Street Streetscape/Infrastructure Improvement Project Plan will include the following tasks:

### **Project Familiarization**

The selected consultant team will prepare the West Fourth Street Streetscape/Infrastructure Improvement Project Plan to be consistent with the Hollister Community Development Project Area Redevelopment Plan; the 5-Year Redevelopment Implementation Plan; the City of Hollister General Plan; and City's construction standards (latest version). The design team should also consider, as part of their design development, elements that compliment the following recently completed Hollister West Gateway Urban Design Plan, June 2009. The Redevelopment Tax Allocation Bond Funds, which are the primary funds for this project, require the project to be completed, or near completion, by July 2012. The construction contract should be signed no later than December 30, 2010.

The consultant team will be responsible for incorporating the requirements of the City's Construction Standards, Hollister West Gateway Urban Design Plan (June 2009) and Sign Ordinance into the project design.

### **Meeting Schedule/Staff Coordination**

The consultant's proposal should include a plan identifying the specific number of meetings necessary to fulfill the following meeting schedule:

- A public meeting with all parties interested in the project including West Fourth Street property/business owners and residents.
- A meeting with an established West Fourth Street Steering Committee consisting of representatives from the Redevelopment Agency and West Fourth Street property/business owners and residents.
- Meetings with the Redevelopment Agency of the City of Hollister.
- The consultant team will be responsible for providing graphics and exhibits for all meetings. The consultant will also be expected to attend and participate in all scheduled public meetings.

- The proposal should include 12 regularly scheduled meetings with RDA/City staff to discuss design/project issues. This will include meeting, both individually and in groups, with City Departments including Public Works, Planning, Parks and Recreation and Engineering.

### **Streetscape Options**

The consultant team will develop a Final Streetscape Plan. This plan will include existing structures, utilities, and other infrastructure as required. It will address all necessary utility upgrades and infrastructure developments noted in the Hollister West Gateway Urban Design Plan. Additionally, it will establish landscaping and streetscape elements that are consistent with the plan.

The Final Draft Streetscape Plan and cost estimate will be prepared for presentation at a public meeting to the Redevelopment Agency.

### **Phasing**

Consultant shall prepare a Phasing Plan that shall identify the most efficient approach for constructing the street improvements in segments, balancing construction realities, disruption to businesses, and cost efficiencies. **Consultant should demonstrate how the plan allows businesses to remain open during construction.**

### **Water, Reclaimed Water ("Purple Pipe") & Sewer System Improvements**

The consultant team shall be responsible for preparing construction documents for improvements to the existing West Fourth Street water, reclaimed water ("Purple Pipe") and sewer systems. The construction documents shall include detailed design drawings (plan and profile) and construction specifications suitable for bidding purposes for this project. Construction documents shall incorporate City standards as appropriate. The proposal shall include a detailed description of the project including environmental considerations, levels and duration of service disruption, a schedule to mitigate service disruptions and a proposed timeline for construction.

### **Construction Cost Estimates**

The consultant team will prepare final cost estimates for construction of the identified streetscape and utility infrastructure improvements.

### **Cost Estimate for Maintenance of Improvements**

The consultant team shall prepare a series of cost estimates for annual maintenance of the identified streetscape improvements. The estimates should begin in July 2010 and end in June 2029. The estimates should include all information that will remain pertinent for the duration of the annual maintenance schedule.

### **Traffic and Parking Issues**

The consultant shall identify short and long-term impacts to vehicular traffic and parking resulting from the Plan. The plan should include street medians to introduce drivers to a new area of town and serve as a traffic calming devices. Any opportunities to recover parking inventory lost due to the project design should also be identified.



### **Final Engineering & Construction Document Preparation**

The consultant shall prepare construction documents, which shall include (but are not limited to) the following items:

- Perform design survey including preparation of a control diagram for construction purposes;
- Prepare final right-of-way plans and description;
- Assist City staff with explaining the project and plans with property/business owners and residents identifying in the field additional right-of-way requirements and limits of work;
- Prepare and process all permits and agreements required by the City and other agencies.
- Design water and sewer distribution system improvements.
- Coordinate design and construction related issues with City of Hollister Public Works, and Engineering departments plus Pacific, Gas & Electricity and Charter for anticipated utility improvements.
- Coordinate meetings with all utility companies and prepare composite utility plans including working drawings for improvements to the water and sewer distribution system.
- Present options for maintaining traffic during construction of the project (Eventually, this will lead to the preparation of traffic handling plans).
- Prepare project construction phasing schedule.
- Identify critical path elements of the project.
- Attend periodic coordination meetings with City staff to assure that the project is proceeding satisfactorily.
- Submit design plans, special provisions and cost estimates to the City for review and comment at the 30%, 60% stage and the 90% stage.
- Prepare final plans, special provisions, and construction estimates for bidding purposes. Original plan sheets shall become the property of the City after approval and acceptance by the Department of Public Works.
- Respond to bidder inquiries.
- Prepare final submittal of as-built drawings on Mylar.
- All products produced as a result of this Request for Proposal and project will be the property of the City and shall not be copyrighted by the consultant team.

Plans and Specifications shall be submitted for review at the 30%, 60%, 90%, and 100% design stages.

Construction cost estimates shall be submitted for review at the 30%, 60%, 90% and 100% design stages. Cost estimates shall include line items for the construction items, construction engineering, inspection, and materials testing.

Five (5) copies of the requested PS&E documents shall be submitted for each review cycle. Plan sets submitted for review shall be full size (D or E sheets) and shall be consistent with City standards. In addition, one set of half size (11" x 17") plans shall be included with each review submittal. The final submittal shall include one printed copy of each document and one set of electronic files in the format listed below.

After approval of the construction documents by the City, the following electronic submittals shall be included with the final submittal in the following format:

- Plans – Latest version of AutoCAD
- Special Provisions – MS Word
- Itemized Cost Estimate – MS Excel
- Project Schedules – Open

### **RELATED STUDIES**

As part of the City's redevelopment efforts, the 5-Year Redevelopment Implementation Plan has been completed to implement the Hollister Community Development Project Area Redevelopment Plan, which includes projects, programs and budgets for redevelopment activities in the community. The Hollister West Gateway Urban Design Plan, June 2009. The City of Hollister General Plan. The studies and/or reports will be available for copying at the front desk of the Redevelopment Agency of the City of Hollister.

### **PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held three weeks prior to the proposal deadline on **Thursday October 29, 2009** from 1:30 to 3:30 PM in the City Council Chambers at the City of Hollister, located at 375 Fifth Street. Although this meeting is not mandatory, it is highly recommended that consulting firms planning to submit a proposal attend. If you are not able to attend, you will need to issue a request in writing for copies of the materials handed out at the pre-proposal meeting. Copies of meeting notes **will not** be provided to firms not attending the pre-proposal meeting. Clarifications or addendums to the Request for Proposal made as a result of the pre-proposal meeting will be made available to all recognized holders of the Request for Proposal. **In order to be a "recognized" holder of the Request for Proposal, you will need to have provided a letter (or e-mail) to the City's Redevelopment Agency (no later than the date of the pre-proposal meeting) stating that you anticipate proposing on the project. The information should be sent to:**

City of Hollister  
Redevelopment Agency  
Attn: Bill W. Chow  
375 Fifth Street  
Hollister, CA 95023  
Office (831) 636-4316  
Fax (831) 634-4913  
[bill.chow@Hollister.ca.us](mailto:bill.chow@Hollister.ca.us)

### **PROPOSED PROJECT SCHEDULE**

10/07/2009	Issue Consultant Request for Proposal
10/29/2009	Pre-proposal meeting
11/17/2009	Proposals due
12/14/2009	Award Consultant Contract
06/11/2010	Adopt Final Design
07/16/2010	Issue Construction Request for Quotation
09/07/2010	Award Construction Contract
05/21/2011	Project Completion

### **PROPOSAL FORMAT**



The proposal shall not exceed forty-five (45) single-sided printed pages excluding cover sheet, table of contents, resumes and index sheets. Resumes included with the proposal shall not exceed one single-sided printed page per person listed in the table of organization. The proposal shall include the following as a minimum:

1. Transmittal letter. The transmittal shall include the legal name of your firm, address, contact person, and telephone number.
2. Scope of Work - Provide a detailed discussion of the project including a description of the proposed work plan to complete the required final design services. Include a discussion of deliverables and project milestones. Consultants are encouraged to explain, in detail, their understanding of the scope of work and to identify any supplemental tasks deemed necessary that may enhance the project or reduce the costs.

Identify the decision, products, data and corollary information the consultant expects from the City to ensure successful completion of the project by the consultant. The level of assistance and information required from City staff by the consultant shall be clearly stated. Optional tasks, not specifically mentioned in this Request For Proposals (RFP), may be added. Optional tasks should be clearly identified and budgeted separately from other tasks.

3. Project Team - Include a table of organization for the project showing the proposed principal-in-charge, project manager, and key project staff including sub-consultants that will be assigned to the project. Provide a narrative description of the qualifications and experience of each key person along with their proposed project responsibilities. A resume must be included for each person shown on the table of organization. List the names, addresses and telephone number of any anticipated sub-consultants.
4. Project Schedule - Include a detailed schedule for the completion of the engineering services required for the contract. Provide a timeline chart outlining the number of days required to complete each task as outlined in this RFP. Show critical path elements of the project and discuss any constraints to meeting the City's desired deadline.
5. Work Plan – The consultant should include a detailed discussion of the tasks they will perform in this section and specifically list all deliverables by task.
6. Statement of Qualifications - Include descriptions of relevant example projects completed within the past five years that are comparable in scope to the proposed project. Identify key staff, including sub-consultants and their responsibilities in the example projects and how they will be utilized on the City's proposed project.
7. Disadvantaged Business Enterprise Utilization - Include a brief description of the firm's use of disadvantaged business enterprises as sub-consultants.
8. References - Provide at least three (3) references, including names, addresses and telephone numbers that may be contacted by City staff.
9. In a separate sealed envelope include your firm's fee for providing the requested services of this Request for Proposal and the other items that you feel should be included. Also include a breakdown which should show the classifications of the persons working on each task, their billing rate, the total hours projected that they will work on each task, their total charge as well as all other incidental charges (direct, overhead, and fee - for your firm and

all subcontractors) that make up your firm's fee. Provide subtotals by each task listed above. Only the envelopes of the top three firms will be opened and will be used as the basis for fee negotiations as described below.

#### **PROPOSAL SUBMITTAL**

Five (5) hard copies and two (2) electronic copies of the consultant's proposal shall be submitted by **Tuesday, November 17, 2009 at 5:00 pm**, addressed as follows:

City of Hollister  
Redevelopment Agency  
Attn: Bill W. Chow  
375 Fifth Street  
Hollister, CA 95023  
(831) 636-4316

#### **Faxed proposals or proposals received after the deadline will not be accepted.**

Proposals shall be sealed and clearly marked with the consultant's name and the description "Proposal for Engineering Services for West Fourth Street Streetscape/Infrastructure Improvement Project" on the outside of the envelope.

The following items below are to be submitted in a separate envelope clearly labeled "Envelope B" along with the project identification and the name of the firm making the submittal: a) A fee schedule for professional and technical services as well as reimbursable expenses; b) An estimated total cost, broken down into each task identified in the scope of work.

The proposal shall be signed by an official authorized to bind the firm, and shall contain a statement to the effect that the proposal is valid for seventy-five (75) days. Proposals received incomplete or late, for any reason, will not be accepted. Questions concerning the project and proposal requirements should be directed in writing to Bill W. Chow at:

City of Hollister  
Redevelopment Agency  
Attn: Bill W. Chow  
375 Fifth Street  
Hollister, CA 95023  
(831) 636-4316

**Friday, November 6, 2009** is the deadline for submitting any questions or inquiries regarding the submission of the proposal.

#### **SELECTION PROCESS AND PROPOSAL EVALUATION PROCEDURES**

The selection will be made using a two-step RFP process. Community members and/or key City staff will make up the selection committee and will select three (3) finalists. The finalists will be invited to an interview with the West Fourth Street RFP Evaluation Committee. Once the interviews are completed, the committee will select a consultant for approval by the Redevelopment Agency Board. Proposals will be evaluated based upon the following criteria:



- Conformance with the provisions of this RFP (10 points)
- Project Understanding and Experience with Similar Types of Projects (25 points)
- Qualifications of Personnel (15 points)
- Familiarity with City Procedures (10 points)
- Proposed Methodology (15 points)
- Thoroughness (5 points)
- Proposed ability to perform the project in a timely manner (10 points)
- Utilization of Disadvantaged Business Enterprise (10 points)

Responsiveness of Proposals. All proposals must be in writing and fully responsive to this RFP. Non-responsive proposals or proposals found to be irregular or not in conformance with the requirements and instructions contained herein will not be considered or evaluated. Other conditions, which may lead to the selection committee's decision not to evaluate a proposal, include obvious lack of experience, expertise or adequate resources to perform the required work, and/or failure to perform or meet financial obligations on previous contracts. The City reserves the right to reject any and all proposals for any reason whatsoever.

Waivers. The City may waive informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other proposals.

Final Selection. Following the initial review and screening of all proposals, three firms will be invited to participate in the final selection process that will include participation in an oral interview.

Fee Negotiation. Following the interview process, the selection committee will commence fee negotiations with the top-ranked firm. The goal of negotiation is to agree on a final contract that delivers to the City the services and products required at a fair and reasonable cost. If the City fails to reach an agreement with the top-ranked consultant, a new negotiation will commence with the next highest ranked consultant. If the new negotiation fails, the process is repeated until a contract is negotiated successfully. Upon successful negotiation of a contract, staff will make a recommendation of award to the Redevelopment Agency Board of the City of Hollister, which will make the final decision.

#### **PROFESSIONAL SERVICES AGREEMENT**

The firm selected to produce and execute the recommended scope of services from this Request for Proposal will be required to execute a Professional Services Agreement with the City. Appendix B contains a sample agreement that will be similar to the agreement that the Consultant will need to execute. This will be a Not-to-Exceed agreement.

#### **COSTS INCURRED IN RESPONDING**

This Request for Proposal does not commit the City to pay any costs incurred by any individual, firm, partnership or corporation in the submission of the proposals or to make necessary studies or designs for the preparation thereof, or to procure or contract for any articles or services.

**DBE**

All contractors or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contracts resulting from this RFP. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the any contract resulting from this RFP, which may result in the termination of the contract(s) or such other remedy, as recipient deems appropriate.

**INSURANCE REQUIREMENTS**

See APPENDIX C for insurance requirements.



APPENDIX A – PROJECT BACKGROUND AND MAP  
BACKGROUND

APPENDIX A – PROJECT BACKGROUND AND MAP  
BACKGROUND



## West Gateway Project Site



Banito mwf

Friday, October 02 2009 2:55 PM



#### PROJECT SUMMARY

- Project: West Gateway Streetscape Infrastructure Improvement project
- Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.
- Location: Southerly view toward proposed Riverside Park from Hollister – San Juan Road





#### PROJECT SUMMARY

- Project: West Gateway Streetscape Infrastructure Improvement project
- Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.
- Location: Easterly view of Bridge from Hollister – San Juan Road



#### PROJECT SUMMARY

Project: West Gateway Streetscape Infrastructure Improvement project

Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.

Location: Easterly view of Entry



#### PROJECT SUMMARY

- Project: West Gateway Streetscape Infrastructure Improvement project
- Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.
- Location: Northern side from Graf Road easterly view





#### PROJECT SUMMARY

- Project: West Gateway Streetscape Infrastructure Improvement project
- Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.
- Location: Northern side from Miller Road easterly view



#### PROJECT SUMMARY

- Project: West Gateway Streetscape Infrastructure Improvement project
- Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.
- Location: Northern side from Rajkovich Way west block easterly view



#### PROJECT SUMMARY

- Project: West Gateway Streetscape Infrastructure Improvement project
- Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.
- Location: Northern side from Rajkovich Way west one block easterly view





#### PROJECT SUMMARY

Project: West Gateway Streetscape Infrastructure Improvement project

Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.

Location: Northern side from Westside Boulevard westerly view



#### PROJECT SUMMARY

- Project: West Gateway Streetscape Infrastructure Improvement project
- Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.
- Location: Southern side from Graf Road easterly view



#### PROJECT SUMMARY

Project: West Gateway Streetscape Infrastructure Improvement project

Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.

Location: Southern side from Miller Road easterly view





#### PROJECT SUMMARY

- Project: West Gateway Streetscape Infrastructure Improvement project
- Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard
- Location: Southern side from Rajkovich Way west block easterly view



#### PROJECT SUMMARY

- Project: West Gateway Streetscape Infrastructure Improvement project
- Project Site: Fourth Street between the eastern edge of Bridge over San Benito River and Westside Boulevard.
- Location: Southern side from Westside Boulevard westerly view

## **APPENDIX B - PROFESSIONAL SERVICES AGREEMENT**



**CITY OF HOLLISTER  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Hollister, California, a municipal corporation, ("City,") and (Name) \_\_\_\_\_, a (what kind of entity) \_\_\_\_\_ ("Contractor").

1. **Description of Project:** City desires to actively pursue grant funding to assist in the operation of the City, and in the improvement of the community ("the Project"), and to engage Contractor to provide the required professional services relating to the project.

2. **Scope of Services - Basic; Completion:** Contractor shall perform those basic services in connection with the project as are set forth more particularly in EXHIBIT "A" entitled "SCOPE OF CONTRACTOR SERVICES - BASIC, COMPLETION SCHEDULE" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

3. **Scope of Services - Additional, Completion Schedule:** It is understood by City and Contractor that it may be necessary, in connection with the project, for Contractor to perform or secure the performance of services other than those set forth in EXHIBIT "A". In each such instance, Contractor shall advise the City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if applicable). Contractor shall not proceed to perform any such required additional services until City has determined that such service is beyond the scope of the basic services to be provided, is required, and has given written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Contractor Service No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached as a new exhibit entitled "Exhibit D: SCOPE OF CONTRACTOR SERVICES - ADDITIONAL; COMPLETION SCHEDULE."

4. **Changes to Scope of Work - Basic Services:** City may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Contractor as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Contractor shall constitute the Contractor's notice to proceed with the changed scope.

5. **Compensation; Retention:** Contractor shall be compensated for services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT "B" entitled "COMPENSATION." Amounts due to Contractor from City for services rendered shall be evidenced by the submission to City by

Contractor of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered.

Each such invoice shall be forwarded to City so as to reach it on or before the fifteenth (15th) day of the month next following the month, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of its receipt, provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then City shall not be obligated to process any payment to Contractor until a correct and complying invoice has been submitted.

**6. Responsibility of Contractor:** By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Contractor further warrants that it will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

**7. Responsibility of City:** To the extent appropriate to this project, City agrees to:

**7.1** Assist Contractor by placing at its disposal all available information pertinent to the project, including previous reports and any other relevant data.

**7.2** Guarantee access to and make all provision for Contractor to enter upon public and private property as required for Contractor to perform its services.

**7.3** Examine all studies, reports, specifications, proposals and other documents prepared and presented by Contractor, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Contractor.

**7.4** Designate in writing a person to act as City's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Contractor's services.

**8. Indemnification:** Contractor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, and cost (including without limitation, attorney fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct of Contractor hereunder or its failure to



comply with any of its obligations contained in this Agreement.

**9. Insurance:** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the following insurance coverage:

**9.1** Workers' Compensation Insurance to cover its employees, and Contractor shall require all contractors and subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees.

**9.2** Professional Liability Insurance Covering Errors and Omissions. The limits of coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) with a provision for no more than \$25,000 deductible. Contractor may not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional contractors.

**9.3** Public Liability Insurance including personal injury and property damage insurance for all activities of the Contractor and its subcontractors arising out of or in connection with this Agreement, written on a comprehensive general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, products liability and completed operations, X, C, U hazards, vehicle coverage and non-owned auto liability coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit personal injury and property damage for each occurrence.

**9.4** Certificates of Insurance and properly executed endorsements in a form acceptable to the City Attorney evidencing the coverage required by the clauses set forth above shall be filed with the City at the time of execution of this Agreement. Each such policy shall be endorsed with the following language, except as otherwise provided:

(1) The City of Hollister is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract. (For Public Liability Only)

(2) The insurance provided is primary and no other insurance held or owned by the City shall be called upon to contribute to a loss.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured.

(4) The coverage provided by this policy shall not be canceled, non-renewed, or substantially reduced in amount or scope, without thirty (30) days prior written notice given to City by certified mail.



(5) All rights of subrogation are hereby waived against the City, its officers, and employees when acting within the scope of their appointment or employment.

**10. Confidentiality:** All City information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, or required by law.

**11. Conflict of Interest:** Contractor warrants that neither Contractor, nor any of its employees, agents or subcontractors, has a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest which would conflict in any manner with the performances of services hereunder.

**12. Nondiscrimination:** During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, or age. Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

**13. Independent Contractor:** City and Contractor agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Contractor shall be solely responsible for the conduct and control of the work performed under this Agreement. Contractor shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

**14. Notice to Proceed; Progress; Completion:** Upon execution of this Agreement by the parties, City shall give Contractor written notice to proceed with the work. Such notice may authorize Contractor to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor shall diligently proceed with the work authorized and complete it within the agreed time period.

**15. Ownership of Documents.** Title to all documents, drawings, specifications, and work product performed under this Agreement shall vest with City at such time as City has compensated Contractor, as provided herein, for those services rendered by Contractor.

**16. Designation of Key Personnel:** The individuals specified in the attached EXHIBIT "C" shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on this project without first obtaining the written approval of the city manager.

17. **Mistake of Fact.** Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

18. **Term; Termination:** The term of this Agreement shall commence upon City's issuance to Contractor of a notice to proceed for all or a portion of the work, as hereinabove provided, and shall terminate upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retention. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days prior written notice of such termination to Contractor. In this latter event, Contractor shall be entitled to compensation for all services rendered and work performed for City to the date of such termination.

19. **Access to Records.** Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least five (5) years following the date of final payment to Contractor by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for access and inspection.

20. **Assignment.** This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Contractor without the prior written consent of the other. Any attempt by City or Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

21. **Compliance with Laws, Rules, Regulations.** All services performed by Contractor pursuant to this Agreement shall be performed in full compliance with all applicable federal, state, and City laws, including any rules, standards or regulations promulgated thereunder.

22. **Exhibits Incorporated.** All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.



23. **Integration; Amendment.** This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

25. **Waiver/Validity.** Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

26. **Jurisdiction.** City and Contractor agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of San Benito.

27. **Notice.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

a. To City:

City Manager  
City of Hollister  
375 Fifth Street  
Hollister, California 95023

b. To Contractor:

Nothing hereinabove shall prevent either City or Contractor from personally delivering any such notices to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.



CONTRACTOR:

CITY OF HOLLISTER:

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Name and Title

Mayor

APPROVED AS TO FORM:

Stephanie Atigh, City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES - BASIC, COMPLETION SCHEDULE**

#### **SCOPE OF SERVICES**

Contractor shall provide the following services:

- 1.
2. These should be tasks that are stated clearly and succinctly.
- 3.

#### **COMPLETION SCHEDULE**

(Note: You can place the completion dates next to each task.)

**EXHIBIT "B"**

COMPENSATION

City shall pay Contractor a total amount not to exceed \$\_\_\_\_\_ comprised of the following:

1. Task \$\_\_\_\_\_

2. Task \$\_\_\_\_\_

Total \$(This amount must match  
amount above)

[OPTIONS]

ADDITIONAL COSTS FOR TRAVEL AND PER DIEM

**EXHIBIT "C"**  
**PROJECT STAFF**

<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>HOURLY RATE</u></b>
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[OPTION: ]

(Sample: Professional qualifications are attached hereto as Appendix A. Only firm principals will be involved in the project.)



## **APPENDIX C - INSURANCE REQUIREMENT**

**(See Appendix B, Page 3)**